

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 15	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-05-C-B001		<b>3. Effective Date</b> 2004OCT18		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN SFAE-GCS-W-BCTP EDWARD OTTMAN (586)753-2147 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> OTTMANE@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD BLDG 117 FORT MONROE VA 23651		<b>Code</b> S5111A	
				<b>SCD A PAS NONE</b>		<b>ADP PT</b> HQ0338	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> AERIAL MACHINE & TOOL CORP. 4298 JEB STUART HWY. VESTA, VA. 24177-0222   TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 70133				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> XR GM GDLS DEFENSE GROUP LLC GSA WAREHOUSE 1 2701 C STREET W AUBURN WA 98001-1111		<b>Code</b> CK0RK3		<b>12. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264		<b>Code</b> HQ0338	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 32033000035R5R07P31107131E9 S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				<b>KIND OF CONTRACT:</b> Supply Contracts and Priced Orders			
<b>15G. Total Amount Of Contract</b>						\$111,100.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	9
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	4		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	5		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	6		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	7				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> OTTMAN, EDWARD OTTMANE@TACOM.ARMY.MIL (586)574-2147			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2004OCT18	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 15
	PIIN/SIIN W56HZV-05-C-B001	MOD/AMD	
Name of Offeror or Contractor: AERIAL MACHINE & TOOL CORP.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of the Contracting Action is to procure 2,200 each Troop Belts, PN 56E590, NSN 1680-00-725-5927.
2. The delivery shall be FOB Destination:
- Auburn Warehouse  
XR GM GDLS Defense Group - LLC  
GSA Warehouse 1  
2701 C Street SW  
Auburn, WA 98001-1111  
(253) 931-7605
3. The delivery schedule shall be: 200 30 Nov 2004, 1,000 31 Dec 2004, and 1,000 31 Jan 05. Early delivery is authorized at no additional cost to the Government.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor: AERIAL MACHINE & TOOL CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																
0001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified																																
0001AA	<u>PRODUCTION QUANTITY</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SEATBELTS (2200), 2ND SBCT PRON: X13GX405X1    PRON AMD: 01    ACRN: AA AMS CD: 31107180008  NSN: 1680-00-725-5927 P/N: 56E590  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination    ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC                    SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W909534286H405</td><td>CK0RK3</td><td>J</td><td></td><td>2</td></tr></table> <table><tr><td><u>PROJ CD</u></td><td><u>BRK BLK PT</u></td></tr><tr><td>EAL</td><td></td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>200</td><td>30-NOV-2004</td></tr><tr><td>002</td><td>1,000</td><td>31-DEC-2004</td></tr><tr><td>003</td><td>1,000</td><td>31-JAN-2005</td></tr></table> FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0RK3)    XR GM GDLS DEFENSE GROUP LLC GSA WAREHOUSE 1 2701 C STREET W AUBURN                    WA 98001-1111	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909534286H405	CK0RK3	J		2	<u>PROJ CD</u>	<u>BRK BLK PT</u>	EAL		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	200	30-NOV-2004	002	1,000	31-DEC-2004	003	1,000	31-JAN-2005	2200	EA	\$ 50.50000	\$ 111,100.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																												
001	W909534286H405	CK0RK3	J		2																												
<u>PROJ CD</u>	<u>BRK BLK PT</u>																																
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001	200	30-NOV-2004																															
002	1,000	31-DEC-2004																															
003	1,000	31-JAN-2005																															

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

- (a) DEFINITIONS:
- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (3) DELIVERY is defined as follows:
- (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

- (b) The Government's proposed delivery schedule is:

CLIN	DATE	QUANTITY
0001AA	30 Nov 04	200
0001AA	31 Dec 04	1,000
0001AA	31 Jan 05	1,000

- (c) You can accelerate delivery: Contractor is authorized to accelerate delivery at no additional cost to the Government.
- (d) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

[End of Clause]

F-4	52.211-16	VARIATION IN QUANTITY	APR/1984
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- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:
- ZERO percent increase; and

ZERO percent decrease.
- (c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.
- [End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG				JOB	ACCOUNTING		OBLIGATED
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION		NUMBER	STATION	AMOUNT	
0001AA	X13GX405X1	AA	2	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV	\$ 111,100.00
	31107180008								
	A13P30082RX1								
								TOTAL	\$ 111,100.00
							ACCOUNTING	OBLIGATED	
SERVICE	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		STATION		AMOUNT		
Army	AA	21	32033000035R5R07P31107131E9	S20113	W56HZV	\$ 111,100.00			
								TOTAL	\$ 111,100.00
Regulatory Cite		Title					Date		
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS					JAN/2004		

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-3	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-4	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-5	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a>			
(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)			
(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:			
Warren: <a href="http://contracting.tacom.army.mil/awd.htm">http://contracting.tacom.army.mil/awd.htm</a> Rock Island: <a href="http://aais.ria.army.mil/AAIS/AWDINFO/index.htm">http://aais.ria.army.mil/AAIS/AWDINFO/index.htm</a> Picatinny: <a href="http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm">http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm</a> Red River Army Depot: <a href="http://www.redriver.army.mil/contracting/Awards">http://www.redriver.army.mil/contracting/Awards</a> Anniston Army Depot: <a href="http://www.anadprocnnet.army.mil/">http://www.anadprocnnet.army.mil/</a>			
(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.			
(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".			
(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <a href="http://www.acq.osd.mil/dpap/ebiz/VANs.htm">http://www.acq.osd.mil/dpap/ebiz/VANs.htm</a> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.			
(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a>			
(f) Additional information can be obtained by sending a message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a> or by calling (586) 574-7059.			
[End of Clause]			

H-6	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]



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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-16	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-17	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-18	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-34	52.232-25	PROMPT PAYMENT	OCT/2003
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-40	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-41	52.248-1	VALUE ENGINEERING	FEB/2000
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-46	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-47	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-48	252.215-7000	PRICING ADJUSTMENTS	DEC/1991

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I-49	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-50	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-51	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-52	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-53	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-54	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-55	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-56	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means--
- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
  - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
- "Registered in the CCR database" means that--
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (2) The Contractor's CAGE code is in the CCR database; and
  - (3) The Government has validated all mandatory data fields and has marked the records "Active."
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and Zip Code.
    - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
    - (v) Company telephone number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (1)

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**Name of Offeror or Contractor:** AERIAL MACHINE & TOOL CORP.

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.  
(End of clause)

I-57                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

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Name of Offeror or Contractor: AERIAL MACHINE & TOOL CORP.

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.  
(End of clause)

I-58                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).  
  
[End of Clause]

I-59                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.
- [End of Clause]

I-60                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
  - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

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(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are-
- (A) Noncommercial items; or
- (B) Commercial items that-
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

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(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-61      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]